

COLLECTIVE BARGAINING  
AGREEMENT

KENT SCHOOL DISTRICT

AND

LOCAL 2617-IT OF THE WSCCCE  
COUNCIL 2, AFSCME

September 1, 2021-August 31, 2025

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## **PREAMBLE**

This Agreement is made and entered into by and between Kent School District, herein referred to as the District or the Employer, and the Washington State Council of County and City Employees Council 2, AFSCME, Local 2617-IT, herein referred to as the Union. The purpose of this Agreement is to set forth the wages, hours, and conditions of employment for the employees of the District who are represented by the Union as set forth in Article I herein.

## **ARTICLE 1 - RECOGNITION AND UNION RIGHTS**

1.1 Recognition. The Employer hereby recognizes the Union as the exclusive bargaining agent for all full-time and regular part-time Kent School District Information Technology Employees, in the following work groups: Technology Operations, Data Services and Support, and Technology Support, excluding supervisors, confidential employees, employees in the Skyward Group, and all other employees.

The Union shall provide the District with a list of Union officers along with their current phone numbers for contacting them. Should the list of names or their phone numbers change, then a revised list shall be provided to the Human Resources Department within five (5) working days of the change.

1.2 Employees Covered. The District agrees to advise the Union in advance of the elimination of any classifications or the creation of new classifications within the bargaining unit. The District agrees to negotiate the impacts of any such actions with the Union. In cases of dispute, the parties agree to follow the Public Employment Relations Commission (PERC) procedures for a Unit Clarification.

### 1.3 Temporary Positions.

A. Interim Employees, defined as employees serving in a regular bargaining unit position on a temporary basis, are covered by the contract and shall be placed at the entry-level pay assigned to the position of the work that they are performing, however, that assignment shall not cause a reduction in pay. In the interim position is at a higher range of pay, they shall be paid at the entry-level of the position or a minimum of 5% whichever is greater. Any interim position that the District retains for more than 12 months shall be converted to a regular full-time position and paid in accordance with the wage provisions of the contract. Employees on term-limited contracts, such as interns, are not considered interim employees.

1.4 Orientation of New Employees. The District shall in accordance with RCW 41.56.037, notify the Union by email of new bargaining unit employees as soon as possible by no later than 90 days after their employment, including their job title and department. A new employee, and an officer

of the Local shall be granted the option to attend a union orientation meeting scheduled by the employer of up to thirty (30) minutes on paid time. No employee may be mandated to attend the meeting or presentations by the exclusive representative.

1.5 Visits by Union Representatives. The Employer will recognize two (2) shop stewards who may investigate and process grievances during working hours without loss of pay, provided they are able to maintain the progress of their work, and they obtain their immediate supervisors' approval prior to leaving their place of work, which will not be unreasonably denied.

1.6 Negotiations. Until the ground rules are established for negotiating a successor agreement, the members' participation in contract negotiations shall be based on the previously agreed-upon ground rules.

1.7 Attendance at Union Conferences. The President of the Union and/or designated representative will be provided time off without loss of pay to a maximum of ten (10) workdays per year to attend regional or state meetings.

## **ARTICLE 2 - UNION DUES DEDUCTION**

2.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership and authorization for payroll deduction of union dues with a union staff representative.

2.2 For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

2.3 The Union shall provide an electronic copy of the Authorization for Payroll Deduction and Representation to the Employer's Payroll Department within 10 calendar days of the employee executing the document. The Employer shall provide to the Union every six months a complete list of all bargaining unit members that includes: Employee name, work address, work phone, work email, hire date in the current bargaining unit, job classification, department, and monthly base wage.

2.4 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed

by the employee.

2.5 The Union shall indemnify and defend the Employer and save the Employer harmless from any and all claims against the Employer arising out of the administration of this article so long as the Employer complies with this article.

## **ARTICLE 3 – MANAGEMENT/EMPLOYEE/UNION RIGHTS**

3.1 Management Rights. Subject to the express terms and conditions of this Agreement, the management of the District and the direction of the employees are vested exclusively in the Employer. These rights include the right to hire, assign, suspend, transfer, promote, demote, discipline, and discharge, to maintain discipline and efficiency of its employees, and the right to relieve employees from duty due to lack of work, lack of funds, or a reorganization, or for other reasons, the right to require overtime work by employees; the right to establish standards of performance and staffing requirements, including the number and kinds of personnel; the right to promulgate rules, regulations and personnel policies; the right to determine the extent to which the District will be operated and to change such methods or processes or to use new equipment or facilities; the right to establish work schedules; the right to subcontract out work if needed on a temporary basis to maintain business operations; and the right to offer and/or solicit volunteers for additional/overtime work. The parties recognize that the above statement of management rights is not exhaustive of all management rights. All other rights not specifically limited by the provisions of this collective bargaining agreement are reserved by management.

### 3.2 Employee Rights.

A.) The District shall not interfere with the right of employees to become members of the Union or with the exercise of their legal rights under RCW 41.56, and shall not discriminate against, interfere with, or coerce any employee because of membership or non-membership in the Union.

B.) Personnel File. An employee shall, upon request, have the right to inspect all contents of his/her complete personnel file kept within the District. A copy of any requested document(s) shall be provided at the District's expense. At the employee's request, anyone may be present during the review of the personnel file.

No evaluation, correspondence, or other material making pejorative reference to any employee's character, or work performance, shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach comments. Employees may request that letters documenting disciplinary action that are more than three (3) years old be removed from their building working folder provided there has been no further disciplinary action within the three-year period. Any materials filed longer than five (5) years in the personnel file kept within Human Resources shall, at the employee's request, be removed provided: 1) the materials are not required to be retained by law, or 2) the materials are not part of a formalized continuing action,

or 3) that the District may keep documents regarding allegations of physical or sexual abuse or harassment for more than five (5) years if these documents are kept in a sealed file in the possession of the District's legal counsel, or 4) that the District may keep the employee's evaluation for more than five (5) years if the evaluation is kept sealed in a separate archive. Such requests shall be made in writing.

C.) Workplace Safety. The District, in accordance with state law, district policies, and procedures, will make reasonable efforts to establish and maintain a safe and secure school and work atmosphere for all employees and students. Employees are expected to report all safety concerns to their supervisors, and to their work site safety committees, if applicable. Upon request, the District shall provide information regarding the resolution of the safety concern.

### 3.3 Union Rights.

A. District Resources. The Union agrees that it will not seek to utilize the employee's mailbox for any material which is not in the best interests of the District or its operations. The District shall not be responsible for any material placed in the employee's mailbox or its loss.

B. Notices. The Union shall have the right to post notices of activities and matters of Union concern on designated areas of bulletin boards to be provided by the District. The Union further agrees that it will not seek to post any materials which are of a political or controversial nature. The District shall not be responsible for any posted material, its loss or removal, and the Union agrees to indemnify and hold the District harmless from any and all claims which may arise from any posted material.

C. Bargaining Unit List. Upon request, the Union shall be provided with a full list of all employees in the bargaining unit, including but not limited to, their KSD hire date, seniority date, hours/day for each position, job classification, position title, work location, and/or department and work year. The list shall be provided in twenty (20) working days.

D. Email List. The Union may use the District's internal mail distribution system and e-mail system for the following purposes:

1. Meeting notification
2. Communication containing information on grievances
3. Matters relating to joint KSD/Union training, Union activities, or in-service opportunities.

Communications other than the above shall need prior approval of the Associate Superintendent of Human Resources. Communications shall not be for the purposes of solicitation, editorializing, and/or political campaigning; nor shall such communications be inflammatory in nature. The Union shall include the assistant superintendent of Human Resources in all electronic mailings at the time the e-mail is sent.

## **ARTICLE 4 - PLEDGE AGAINST DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, or national origin. The Union shall share equally with the District the responsibility for applying this provision of the Agreement. Any allegations of a violation of this Article may be adjudicated in another forum but are not subject to the grievance and arbitration provisions of this agreement.

## **ARTICLE 5 - JOB VACANCIES**

5.1 Vacancies and Transfers. Vacancies for positions covered by this bargaining unit will be posted on the District's web page and included in Human Resources all-staff communications regarding new job postings as they become known. Open positions shall not be filled until they have been advertised for at least five (5) workdays and all interested, qualified internal candidates have been interviewed. Local Union members shall be given due consideration. The person filling the position must meet the minimum qualifications as set forth in the established job description covering the vacancy. Local members interested in the vacant assignment must notify the Employer by applying prior to the close of the job posting.

5.2 Non-successful application. An employee who is not successful for a position may make an appointment with Human Resources for the purpose of reviewing the person's application and interview within ten (10) workdays of notification that the position was filled.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

6.1 Regular Hours. Employees shall normally work a five-day schedule, Monday through Friday, with two (2) consecutive days of rest, Saturday, and Sunday. If the work schedule is different than Monday through Friday, the supervisor shall so notify the employee. Employees shall be assigned to a definite shift with designated start and end times. Normally, the work hours are between 7:00 a.m. and 5:00 p.m., however, these hours may vary depending on a work assignment and/or mutual agreement between the employee and supervisor. Employees shall receive a two (2) week notice of a change in the regular workweek schedule unless, due to an emergency situation, the District is not able to provide such notice. Emergency situations are defined as circumstances that call for immediate action for the safety and security of district employees and students or to maintain critical business operations.

The workweek shall be defined as a seven (7) day week, commencing at 12:01 a.m., Monday, through 12:00 midnight the following Sunday.

6.1.1 Meal Periods and Rest Periods for Nonexempt Employees. Meal periods and rest periods for nonexempt employees shall be in accordance with state and federal guidelines.

No employee shall be required to work more than five consecutive hours without a meal period.

Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work site in the interest of the employer.

Employees working three or more hours longer than a normal workday shall be allowed at least one 30-minute meal period prior to or during the overtime period.

Employees shall be allowed a rest period of not less than 15 minutes, on the employer's time, for each four hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three hours without a rest period.

Employees may opt to take one (1) hour lunch (combining meal period and rest periods) with the agreement of the Employer.

6.2 Overtime. Overtime shall be administered in accordance with the Fair Labor Standards Act, and state laws and regulations. Non-exempt employees who are required by their immediate supervisor to work beyond forty (40) compensated hours per week shall receive time and one-half for all overtime, except that work performed on a designated holiday will be paid at two and a half (2 1/2) times the employee's regular rate of pay. This is defined as holiday pay plus time and one-half for all regular work hours for a total of two and a half times (2 ½) the employee's regular rate of pay. For any hours worked on a holiday over the employee's regular work hours, the employee will be paid at two and a half times (2 ½) the employee's regular rate of pay. Overtime shall only be authorized in those instances where supervisors have the authority and budget for overtime compensation.

6.3 Compensatory Time. Compensatory time, valued at one and one-half times the employee's base hourly rate for each hour worked beyond forty (40) hours per week, shall be available to non-exempt employees, at the discretion of the employer, to bargaining unit employees in lieu of cash overtime upon mutual agreement by the employee and the employer. The compensatory time must be expressly authorized in writing in advance by the supervisor. Any accumulated compensatory time must be utilized within the employee's work year in which it was earned. The employee and employer must agree when the compensatory time will be utilized. Any remaining compensatory time balance at the end of the fiscal year will be liquidated to cash value at a rate of one and one-half times the base hourly rate. Compensatory time must be documented using the Compensatory Time Record Sheet. Compensatory time accumulation is limited to forty (40) hours.

6.4 Call-Back Pay. Employees called back to a District site during regularly scheduled time off shall receive no less than two (2) hours of pay at the appropriate rate; and if more than two (2)



hours are worked under such circumstances, the employee shall be paid actual time worked, at the appropriate rate.

If an employee, during their regularly scheduled time off, can provide assistance and/or information such that their presence is not required, the time spent in such assistance shall be considered compensable time with a minimum of one (1) hour and then one-half (1/2) hour increments (after the first hour).

6.5 Inclement Weather On any day the District operates on a delayed/altered schedule, employees are to make every reasonable effort to report to work at their regular time. Upon arrival, employees are required to sign in on the building attendance log. The District recognizes that inclement weather conditions may prevent the timely arrival of employees for safety and other related reasons. Unless an employee is unreasonably delayed, the employee's compensation will not be adjusted.

When schools are closed, employees are expected to report to work unless the District office is closed. When the District office is open, employees may utilize vacation, employee discretionary leave, or compensatory time if the supervisor determines the employee's presence is not necessary. To use compensatory time, the employee must have already accrued compensatory time before the request is made. Employees who report for work and are sent home, or who are notified through the media and/or administration that the District office is closed, will not have to make up the time.

6.6 Schedule Flexing: Employee schedules may be flexed to work other than their normally scheduled hours for the week by mutual agreement between the employee and employer.

## **ARTICLE 7 – SENIORITY**

7.1 Bargaining Unit. Seniority. Bargaining unit seniority is defined as the length of an employee's continuous employment from the most recent date of hire into a position in the bargaining unit.

7.2 Position Seniority. Position seniority is defined as the length of an employee's continuous employment from their most recent date of hire, into their current position.

7.3. Employees hired prior to the ratification of this Agreement shall be credited for purposes of 7.1 and 7.2 above with their most recent hire date, by the District.

7.4 All seniority rights acquired under this Agreement shall be terminated by the following: a voluntary quit, discharge, retirement, or layoff after two (2) years.

7.5 The Employer shall consider seniority for hiring, layoffs, and recall. In the case of hiring internal applicants, seniority shall be considered a tiebreaker when candidates are equally qualified in experience, knowledge, skills, and abilities.

7.6 Seniority of an Internal Hire Probationary Employee. An initial probationary employee shall have no seniority until the completion of the probationary period. On the successful completion of the initial probationary period, the employee will accrue seniority from the date of hire into their current position.

## **ARTICLE 8- PROBATION**

8.1. Initial Probation. The initial probationary period shall mean the probationary period served by an employee on a new hire with the District. The initial probationary period shall be 130 workdays in duration beginning with the employee's first day of work for the employer in the bargaining unit.

8.2. Interim Probationary Period. Interim probation shall mean a probationary period for promotion, involuntary transfer, voluntary transfer, or demotion. The interim probationary period shall be 65 workdays in duration beginning with the employee's first day of work in the new position.

### 8.3 Removal During Probationary Period.

A. Initial: New employees may be terminated during the initial probationary period, including any extensions, with or without just cause and without access to the grievance procedure.

B. Promotion or Other Change in Position: An employee who does not successfully complete an interim probationary period resulting from a promotion or other change in position shall be returned to their former position if it is still open or the employee may be placed in any open position within the bargaining unit for which they are qualified. Their compensation will be adjusted to match the position, if necessary. If there is no position available, then the employee will be separated, however, will have recall rights to the first available position for which the employee is qualified for a period of one (1) year. The Employer shall provide written reasons to the employee stating the basis for the failure of the employee to successfully complete the probationary period. The written reasons shall be provided to the employee at the time the employee is notified of his/her failure to complete the probation.

In addition, during the first 20 workdays of the interim probationary period, the employee may decide to return to their former position if it is still open or may apply for any open position.

## **ARTICLE 9 - REDUCTIONS IN FORCE**

9.1 Reduction in Force; Lay off. Reduction in force is defined as a reduction in the workforce due to a shortage of funds, lack of work, abolishment of a position, or other material change in duties or organizational structure.

9.2 Employer Obligations. If the employer determines that layoffs are necessary, the Employer shall give notice to the Union and the employee of such layoffs in accordance with the 9.3 below. The Employer and the Union shall then meet to discuss whether there are any reasonable alternatives to layoffs such as furloughs or other concessions to mitigate any impact of proposed layoffs. Nothing herein shall prevent the layoffs from occurring in accordance with the notice period. The Employer shall attempt to provide the Union with an updated seniority list at least thirty (30) days prior to any proposed layoff.

The District and Union shall negotiate any impacts of layoffs upon request by either party.

9.3 Required Notice. Employees who are to be laid off shall be given formal written notice at least thirty (30) days in advance of the date of the layoff. If the employer fails to provide the required 30 days' notice, the employer must pay the employee for any remaining workdays up to the 30-day notice period at the employee's per diem rate at the time of separation. The Union shall be advised of the layoff and shall be provided with a copy of the layoff notice, if applicable. Per diem is defined as an employee's annual salary divided by the number of days in the employee's annual contract.

Employees that are given notice of layoff and wish to exercise their rights of bumping shall notify the employer of their intent to bump no later than seven (7) working days from the notice of layoff.

### 9.4 Order of Separation

1. The order of lay-off for employees will occur in the inverse order of their seniority in their position (unless the difference of Seniority, in the employee's bargaining unit position, is less than 1 year, then the determination will be by Bargaining Unit seniority which is defined by the hire date into their original bargaining unit classification), with the least senior employee being laid off first.
2. An employee who is designated to be laid off may be placed in an open position for which they are qualified or shall be able to "bump" the employee with the least position seniority in a lower-level position they are qualified for, provided their seniority in that position combined with their bargaining unit seniority is greater than the employee being bumped.
3. An employee who loses their position as a result of a more senior employee moving into said position shall be subject to the same rights and restrictions described in 9.4.2 above.

9.5 Recall. All bargaining unit employees who are not offered employment in accordance with the procedures in Section 9.4 shall be laid off from employment. Such laid-off employees and employees accepting a position at a lower level shall be placed in a Layoff Employment Pool for possible reemployment for a period of two (2) years unless the employee chooses to waive the

right to recall in accordance with section 9.5.b. Layoff Employment Pool personnel, based on their seniority, will be offered bargaining unit positions for which they are qualified, and which do not increase their previous pay level. This process will continue until the employment pool is depleted or there are no candidates qualified in the pool for any particular open position. In addition to the above, Layoff Employment Pool members shall retain bargaining unit rights for any other application for open positions.

An employee's name may be removed from the recall eligibility list for any of the following reasons:

- a. Expiration. If the time limit for recall expires.
- b. Waiver. An employee may elect to waive the right to recall by signing a waiver letter.
- c. Forfeiture. Employees forfeit the right to recall if they:

- (1) Refuse a job in a position that is within the same pay level of their position at the time of layoff;

- (2) Fail to notify the Employer of their intent to accept recall within five working days (5) of the offer of reinstatement;

- (3) Fail to advise the Employer of a change of address and/or telephone number.

## 9.6 Reinstatement

1. Wages. When an employee is recalled, they shall be paid at the level into which the position falls and at the step the employee had attained at the time of lay-off. If recalled to a lower-level position, the employees shall receive compensation at the level into which the position falls and at the step which brings the employee closest to their original salary attained prior to the lay-off, not to exceed the top Step of the lower-level position.

2. Benefits

- a. Vacation. When employees on layoff are recalled within the time limits provided in this Article, they will commence accruing vacation at the same level from the day of the layoff and shall be credited with any vacation time not paid at the time of layoff.

- b. Seniority. Employees shall be credited with seniority earned prior to the layoff.

## 9.7 Employee Benefits During Lay Off

1. An employee shall be paid for any vacation, capped at two times the employee's maximum allotment, and/or compensatory time which the employee accrued and did not use prior to the layoff. An employee shall be paid for accrued vacation and/or compensatory time at the base per diem rate (as defined in 9.3) of the employee at the time of lay-off. Vacation time does not accrue during the separation.

2. Sick Leave. The sick leave banks of employees who are laid off shall be retained in the employee's sick leave balance and restored at the time of rehire with the District.

3. Other Benefits. Additional benefits (holiday, health coverage, retirement contribution, or other insurance) will neither accrue nor be paid while an employee is laid off.

## **ARTICLE 10 – LEAVES**

10.1 Leave without pay. An employee who is unable to perform his/her duty because of health reasons may be granted a leave of absence up to one (1) year without pay, which may include up to twelve (12) weeks of unpaid Family Medical Leave for eligible employees. Application for this leave shall be made in writing to Human Resources. The District may require certification by a licensed health care provider that the health reason is valid and may also require that the employee present a written release for duty by the licensed health care provider before returning to active service.

10.2 Family and Medical Leave. In accordance with the Family and Medical Leave Act (P.L. 103-3, as amended) and in addition to any other leave provisions in the Agreement, every eligible employee shall have the right to take up to a combined total of twelve (12) weeks of leave, excluding any non-work periods for an employee working less than twelve (12) months per year, without pay in any twelve (12) month period, in connection with:

- (1) The birth, adoption, or placement of a foster child and the first year of care of the child;
- (2) The serious health condition of an employee's spouse, domestic partner, child, or parent;
- (3) The employee's own serious health condition; and
- (4) Leave for military exigencies and/or military caregivers as provided under the Family and Medical Leave Act as amended.

When medically necessary, leave may be taken intermittently or on a reduced leave schedule, i.e., a leave schedule that reduces the number of hours per workday and/or workdays per week. The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which an employee is entitled.

An employee shall be eligible to use the provisions of this section if the employee was employed and worked for 1250 hours or more during the previous twelve months.

While an employee is on Family and Medical Leave, the District and the employee shall continue to make their respective contributions to the employee's benefits program so that the employee shall continue to receive benefits just as if the employee were not on leave.

When foreseeable, the employee must provide 30 days' notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide as much notice as is practical.

The District will require the employee to provide certification from the employee's healthcare provider, or a family member's healthcare provider as to (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform the employee's job functions. Upon return to work, the District may require the employee to provide certification from the employee's health care provider, if the employee was on leave for his/her own serious health condition so that the employee is able to resume work.

The employee shall return to the position held when the leave commenced, or an equivalent position if the original position no longer exists.

10.3 Paid Family and Medical Leave. The District will comply with the provisions of Washington's Paid Family and Medical Leave Program as specified in Chapter 50A.04 RCW as amended.

10.4 Maternity/Parental Leave. Maternity/parental leaves of absence will be granted as follows:

A. An employee who is pregnant will be granted a leave of absence to a maximum of twelve (12) weeks following the birth of the child, in addition to any period of pregnancy-related disability prior to the birth of the child, which may be extended by the District up to a maximum of one (1) year total, to begin at any time between the commencement of her pregnancy and one year after a child is born to her. The employee shall notify Human Resources in writing of her desire to take maternity leave, and except in case of emergency, shall give notice at least thirty (30) calendar days prior to the date on which her leave is to begin. The employee may use available paid leave (including sick leave) during any period of medical disability during pregnancy and for the employee's recovery following childbirth. A medical certification from the employee's healthcare provider is required for any period of disability. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires.

B. An employee, including a birth mother who is no longer disabled from childbirth and recovery, will be granted parental leave without pay for a maximum of twelve (12) weeks, which may be extended by the District for up to a maximum of one (1) year, to begin at any time between the birth of the employee's child and one year thereafter. The employee shall request parental leave in writing to Human Resources at least thirty (30) calendar days prior to the date on which the leave is requested to begin. Unpaid Family Medical Leave may be used during parental leave, by eligible employees; to the extent it is available.

C. An employee adopting or receiving permanent custody of a child through the age of five (5) shall be granted adoption leave without pay for a period of up to twelve (12) weeks after taking custody. This leave, upon request, may be extended for up to a maximum period of up to one (1) year. Adoption leave may commence earlier, if necessary, in order to fulfill the requirements for adoption. The employee shall request leave, in writing to Human Resources, at least thirty (30) days prior to the date on which the leave is requested to begin.

10.5 Reemployment Rights. An employee returning from maternity/parental leave shall be guaranteed the employee's former position if available, or if not available, an equivalent position. The employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without pay.

10.6 Early return from Leave. An employee who has been granted maternity/parental leave and desires to return to service during the period of the leave may return at a time mutually agreed to by the employee and the superintendent or designee. Medical certification will be required if the employee was disabled due to pregnancy and/or recovery from childbirth.

10.7 Bereavement Leave. Up to five (5) days of bereavement leave may be granted in the event of a death in the “Immediate Household” or “Immediate Family” as defined-below. Bereavement leave of one (1) day will be granted for a person within the “Not Immediate Family” as defined below. Bereavement leave shall not be cumulative.

- Immediate Household – All people living in the same family unit, not necessarily related.
- Immediate Family – Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.
- Not Immediate Family – Niece, nephew, aunt, uncle, cousin, or close friend.

10.8 Discretionary Leave. Employees may use up to two days, per year, as employee discretionary days. Use of employee discretionary leave requires five days' advance notice to the employer. In situations when advance notification cannot be given, the employee must have a recommendation for approval from the supervisor. Employee discretionary will not be granted on the workday directly before or the workday directly after holidays, scheduled school breaks, or the first or last day of the school term except in case of a qualifying exception as listed below:

- Legal affairs that cannot be conducted at another time.
- Situations created by forces of nature having significant deleterious effects upon the employee’s property, health, or family safety.
- Pre-adoptive leave.
- Birth of an employee’s child.
- Funerals not covered by bereavement leave.
- Non-injury accidents when employees are en route to work.
- Failure of a public transportation carrier to meet a regularly scheduled operation.
- Educationally significant events that involve the employee or student within the employee’s care, e.g., graduation.
- Employee’s observance of a bona fide religious event based on the tenets of his/her own faith.

Employee discretionary leave can be used only in half-day or whole-day increments and is not allowed for any other partial-day usage unless the request is approved by the employee’s immediate supervisor. Employee discretionary leave is not allowable on delayed/altered days unless the leave was approved in advance of the delayed/altered day, or the employee is involved in a noninjury accident en route to work. One day of discretionary leave may be carried forward for use in the following year. If carried forward such a day must be used, or it will be lost. Except for one day which can be carried forward into the following year, discretionary leave is noncumulative.

10.9 Jury Duty or Subpoena Leave. Leaves of absence will be granted when an employee is called for jury duty or subpoenaed as a witness.

An employee absent for jury duty leave will be paid his or her regular wages. Such absence will be supported by a statement signed by the clerk of the court certifying each day of jury duty. Due

to costs associated with travel, parking, and meals during jury service, an employee called for jury duty may accept a nominal daily expense payment from the court.

When an employee is subpoenaed as a witness in a court or other legal proceeding, leave may be granted with full salary for any day during which the employee testifies or is required by the court to be in attendance in anticipation of providing testimony. Due to costs associated with travel, parking, and meals during jury service, an employee called as a witness may accept a nominal daily fee from the court. If an employee anticipates being paid expert witness fees, permission for such testimony must be obtained from the district, and leave shall be taken by the employee for time spent in court during which the employee anticipates compensation as an expert witness. Any subpoena leave will be supported by a statement signed by the clerk of the court certifying each day the employee was required by the court to be in attendance as a witness.

On any date that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's scheduled workday remain, the employee is to immediately inform his/her supervisor and report to work if requested to do so

10.10 Military Leave. The District will comply with current federal and state statutes. Application for such leave will be made in writing to the Human Resources Department. See also section 10.5 Family Medical Leave, regarding leave for military exigencies and/or military caregivers.

10.11 On-the-Job Injury Leave Employees will be covered by the Washington State Workers' Compensation Law and self-insured by the district. The cost of the industrial insurance and medical aid coverage will be borne by the district. The cost of the pension fund (long-term disability) will be shared equally by the employee and the district in accordance with the Workers' Compensation Law.

In the event an employee is absent for reasons which are compensable industrial injuries in accordance with the Washington State Industrial Insurance Law, the employee may use sick leave and vacation leave to make up the difference between the amount paid to the employee as determined by Industrial Insurance Law and the amount the employee would have normally earned, to the limit of accumulated sick leave and/or vacation leave. Once the difference is ascertainable, such payment will be made in the next scheduled pay period. A deduction will be made from the employee's accumulated sick leave and/or vacation leave. In the event of any overpayment, the district will make a correction thereof on a reasonable basis.

An injury while on duty will include and be limited to physical injuries sustained on or off district property to an employee performing services required by the district in connection with the performance of an employee's regular responsibilities.

In the case of assault that qualifies as a job-related injury, the District will provide and Human Resources will coordinate critical incident services under the Employee Assistance Program support to assist the injured employee, including assistance in identifying and accessing other resources which may be available to the injured employee under the State and/or Federal Law, including the Crime Victims Compensation program and Domestic Violence Leave.



10.12 Other Leaves. Leaves of absence without pay for reasons other than illness may be granted for a maximum period of up to one year by the District for reasons other than those previously listed in this article. Such additional leaves shall normally be without pay. Assignment upon return from an approved leave shall be guaranteed and shall be in the employee's former position or an equivalent available position.

If not FMLA eligible or after FMLA has been exhausted, an employee shall be granted leave without pay up to a 12-week maximum for the purpose of caring for a terminally ill child. If such leave is foreseeable, the leave shall be requested at least fourteen (14) days in advance.

10.13 Short-Term Leave Without Pay. Leave without pay for short periods of time may be granted at the discretion of Human Resources only after all available paid leave applicable to the reason for the request for the leave without pay has been exhausted. Requests will be considered on a case-by-case basis and approval will normally be limited to unusual, unique, or "once in a lifetime" events. Except for emergency situations, requests must be submitted at least one (1) week in advance to Human Resources via letter or email with a copy to the employee's supervisor.

10.14 Domestic Violence Leave. Leave with pay (to the extent the employee has accrued paid leave available for use) or without pay may be granted to allow victims of domestic violence, sexual assault, or stalking to take reasonable leave from work for legal or law-enforcement assistance, medical treatment, counseling or as otherwise provided by R.C.W. 49.76. The employee shall provide verification of eligibility to take this leave, as permitted by R.C.W. 49.76. The employee must give advance notice, when possible.

10.15 Shared Leave Program. Employees are eligible for a leave-sharing program in accordance with district policy and state law.

10.16 Professional Meetings and Conferences Leave. Leaves of absence with pay and with reimbursement of certain expenses may be granted to attend professional meetings at the discretion of the superintendent or designee.

## **ARTICLE 11 – SICK LEAVE**

11.1 Sick Leave Accrual. Each employee shall be granted twelve (12) workdays of annual sick leave. For employees commencing work after September 1, sick leave shall be prorated accordingly. Sick leave shall be credited to the employee as of September 1 of each year. Sick leave shall be accumulated up to the employee's scheduled work year. However, accrued sick days that are beyond the total allowable amount will be lost at the end of the school year if the days have not been used or cashed in pursuant to the sick leave buyback program (e.g., an employee who has a scheduled work year of 200 days but has 210 sick leave days at the end of the school year, the excess 10 days will be lost as of August 31.)

## 11.2 Definitions (struck through 5.16.22)

### 11.3 Sick leave use. Employees may use sick leave for the following purposes:

(1) Personal illness: accumulated sick leave shall be granted when an employee is required to be absent from work for any of the following reasons:

(a) The employee's mental health or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative care;

(b) Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others;

(c) Disability of the employee due to pregnancy or childbirth;

(d) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

(2) Illness of a family member: Accumulated sick leave shall be granted when an employee is required to be absent from work to provide care to a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care of a family member who needs preventative medical care. Family member means any of the following:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A domestic partner;
- A grandparent;
- A grandchild;
- A sibling;
- Someone in the immediate household (living in the same family unit, not necessarily related).

(3) Property Emergency: One day of sick leave may be used per year to attend to the protection of property due to an emergency. An "emergency" is an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the property of the employee and is of such nature that preplanning is not possible or could not relieve the necessity for the employee's absence.

11.4 Verification. For any absence in excess of five (5) consecutive workdays, medical certification must be made by the employee's or family member's licensed healthcare provider that the absence was medically necessary. Medical certification must be updated or renewed every twenty (20) workdays of absence per year beginning September 1 unless other arrangements are approved by Human Resources.

11.5 Sick leave credit. Sick leave accumulated in any school district in the state shall be credited upon employment in the District, provided such accumulated sick leave is verified by the previous employer(s).

11.6 Sick Leave Incentive. The Attendance Incentive Program shall be as follows:

In January, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one day's monetary compensation; PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.

11.7 Cash out. Upon retirement, the sick leave cash out will be subject to the bargaining unit's VEBA contract vote and state law. At the time of separation from school district employment due to death, the employee's estate shall receive remuneration for unused sick leave. In either case, the unused sick leave will be paid at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. No more than 180 sick leave days shall be eligible for conversion. Any such conversion shall be subject to the terms and limitations of applicable statutes and regulations. Sick leave cash out also applies to employees separating from employment that meet either of the following requirements. (1) Age 55 and have 10 years of service under TRS/PERS/SERT Plan 3, or (2) Age 55 and have 15 years of service under TRS/PERS/SERS Plan 2.

## **ARTICLE 12 – VACATION**

Section 12.1 Vacations. Vacations for all regular 12-month employees will be prorated at a monthly rate of one-twelfth of the employee's vacation entitlement.

Section 12.2. Vacation Accrual.

<u>Length of Employment</u>	<u>Vacation Accrued</u>
1-3 Years	10 Days
4-9 Years	15 Days
10-14 Years	20 Days
15 + Years	25 Days

Section 12.3 Accumulation. Vacation time shall not be accumulated in an amount to exceed two times the employee's entitlement. Any excess vacation accumulation not used by August 31<sup>st</sup> of each year will be lost.

Section 12.4 Vacation Approval Vacation requests will be considered by the supervisor in the order received and approval shall not be unreasonably denied.

Section 12.5 Cash Out Upon separation of employment by reason other than retirement, all employees will receive their accumulated vacation, not to exceed two times the employee's entitlement by warrant on the next scheduled pay date after their final pay warrant.

## **ARTICLE 13 - PAID HOLIDAYS**

13.1 Holiday Schedule. The following shall be paid holidays for twelve-month employees:

- New Year's Day
- Day before or day after New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day (Fourth of July)
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Native American Heritage Day (Day after Thanksgiving)
- Day Before Christmas
- Christmas Day
- Day After Christmas

13.2 Holidays during vacation. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. An employee who is on the active payroll on the holiday and has been paid for the last scheduled day preceding the holiday and the

first scheduled day succeeding the holiday shall be eligible for pay for such an unworked holiday.

13.3 Working on a Holiday. Employees who are required to work on the above-described holidays shall receive two and one-half (2½) times the employee's regular rate of pay for all hours worked on such holidays unless the employee starts to work at 10:00 p.m. or thereafter on that date. This is defined as holiday pay plus time and one-half for all regular work hours for a total of two and a half times (2 ½) the employee's regular rate of pay. For any hours worked on a holiday over the employee's regular work hours, the employee will be paid at two and a half times (2 ½) the employee's regular rate of pay.

13.4 Holiday Timing. Should a holiday fall on a Saturday, the following Monday or preceding Friday will normally be recognized as the holiday. Should a holiday fall on a Sunday, the following Monday will normally be recognized as the holiday.

## **ARTICLE 14 - SALARY AND EMPLOYEE COMPENSATION**

### 14.1 Wages.

A. The annual salary for all employees shall be as shown in the attached salary schedule (Exhibit 1). Effective upon the execution date of the agreement, a ten percent (10%) increase will be added to all salaries of employees who are on the District payroll on the execution date of the Agreement, inclusive of any inflationary increase provided for in RCW 28A.400.205, retroactive to September 1, 2021.

B. Effective September 1, 2022, a six- and three-quarter percent (6.75%) increase will be added to all salaries, inclusive of any inflationary increase provided for in RCW 28A.400.205.

C. Effective September 1, 2023, a three and one-quarter percent (3.25%) increase will be added to all salaries inclusive of any inflationary increase provided for in RCW 28A.400.205.

D. Effective September 1, 2024, a three percent (3%) increase will be added to all salaries inclusive of any inflationary increase provided for in RCW 28A.400.205

14.2 Promotion. In the event of a promotion, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. All promotions are subject to a probationary period per section 8.1 (Probation Periods). In addition, consideration for promotional salary schedule step placement may be determined based on the same criteria used for new hire salary step placement, but not less than 5%. Salary schedule step placement shall be determined by the Associate Superintendent of Human Resources or their designee.

14.3 Out-of-Class Pay. An employee who is requested to perform a majority of the duties of a position at a higher classification for more than one (1) workday due to an unfilled position or absence, shall be paid at the salary step in the pay grade of the rate of the higher classification which is a minimum increase of four percent (4%), as long as the employee's salary rate does not exceed the top step of the new salary range, starting at the beginning of the second consecutive day of work and retroactive to the first day of working the higher classification.

14.4 Voluntary Employee Benefits Account (VEBA). The District will make approved contributions for all eligible employees in a VEBA account consistent with District policy, state and federal law, and the annual vote of the Association members approving or rejecting contribution options.

14.5 Advancement on the Salary Schedule. Employees will gain one (1) year of salary schedule experience for each contract year worked, with the understanding that 1 year of experience means a step increase provided the employee is not at the last step of the salary schedule. Step advancement for eligible employees will be effective September 1st of any year. Starting September 1, 2015, eligibility will include an employee's first year of employment (or placement in the position) provided that the employee's start date occurred between September 1, and January 31 of the first school year in that position.

Section 14.6 Reclassification Procedure. Annually, a reclassification committee shall be formed composed of 3 non-bargaining unit employees (at least one from Human Resources) and 3 bargaining unit members. Parties agree to convene a committee to address job descriptions which will be defined through a memorandum of agreement.

A. If an employee or the Union believes the current classification of a position is not correct, either may request a review of such classification. Requests for review shall be submitted in writing to the Associate Superintendent for Human Resources (ASHR) or designee by February 15 annually, and shall include the following:

1. A current job description upon which the employee will identify changes in responsibilities, qualifications, and/or duties, if any, in writing.
2. A written statement describing the changes in the essential job functions of the position and rationale for why the District should reclassify the position.
3. A Reclassification Request form completed by the employee and signed by the immediate supervisor or department supervisor, including the supervisor's comments on the request. If an immediate supervisor or department supervisor refuses to sign the form, then the reclassification request will be sent directly to the Human Resources department for review.

B. Human Resources will forward the requests to the Reclassification Committee which will meet in March of each school year to review applications for reclassification. The committee will develop a recommendation for approval or denial of the request, including the rationale for such approval, and forward it to Human Resources, following a process mutually agreed upon by the District and the Union.

C. Human Resources will evaluate all submissions and any written or verbal statements job incumbents, supervisors, or relevant District Administrators wish to make.

D. Human Resources will make a recommendation to the ASHR, outlining the rationale of the recommendation, and including cost data. If this recommendation differs from the Committee's recommendation, both will be included.

E. The ASHR or their designee will make the final decision on whether to reclassify the position, reorganize the position, or instruct the supervisor to remove out-of-class duties from the incumbent by April 15th.

F. Human Resources will communicate the decision and the rationale for the decision to the incumbent and supervisor once the determination has been made.

G. Bargaining unit members have the right to appeal any denial of reclassification to the superintendent of the district.

H. The effective date of reclassification shall be September 1st of the subsequent school year. If, as a result of the reclassification process, the position occupied by the employee is elevated to a higher pay level, step placement on the new salary level shall be on the same step at which the employee previously was on the lower level, prior to the reclassification.

14.7 School Employees Benefits Board. The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB, including any future amendments.

14.8 Direct Deposit. Employees are required to enroll in direct deposit of their pay. Pay may be directed to the financial institution of the employee's choice. Enrollment forms may be obtained from the payroll office.

14.9 Travel Allowance. Any employee authorized to use their personal vehicle on District business shall be compensated at the rate as provided by District policy. The mileage must be authorized and validated by the employee's immediate supervisor. An employee who is authorized to use their personal vehicle for District business whose vehicle is damaged while being used for District business, and no other party is responsible, may submit a claim to the district for either the cost of the repair, or the insurance deductible, whichever is less.

14.10 Tax Shelter Program. The District shall make a program available to members of the Association for the purchase of tax-sheltered annuities. Upon receipt of an employee's properly executed application to participate in the program, the District shall deduct the cost of purchasing them from the employee's salary.

## **ARTICLE 15- DISCIPLINE & DISCHARGE**

15.1 Just Cause. The District reserves the right to, discharge, suspend or otherwise discipline employees. The district shall use progressive discipline where appropriate, but the District may apply any level of discipline commensurate with the seriousness of the offense.

Disciplinary action for purposes of this article shall mean written warnings, written reprimands, suspension without pay, or involuntary termination. No employee shall be subject to disciplinary action without just cause.

15.2 Representation for Disciplinary Proceedings. An employee may request and shall be permitted to have a representative from the Union present if a bargaining unit member is to be questioned about a matter and the member reasonably believes that such questioning may result in discipline.

The selection of a representative will be at the discretion of the employee receiving the disciplinary action as long as the representative is available. If not, then the employee will be limited to the most readily available steward. A union steward/representative shall be allowed to participate in the disciplinary process and will be in pay status only if the representative is on duty and within normal work hours. The Employer shall schedule all investigative or disciplinary meetings at a time so as not to deny the employee representation and the employee shall be considered in pay status for any and all such meetings called by the Employer.

15.3 Disclosure. Disciplinary action for the purposes of this article shall mean written warnings, written reprimands, suspension without pay, or involuntary termination. No employee shall be subject to disciplinary action without just cause. The specific grounds forming the basis for suspension or termination shall be made available to the employee in writing.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

### 16.1 Definitions.

- A. Grievance shall be defined as an allegation of a violation of an express term of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.
- B. Grievant shall be defined as the party filing the grievance. For purposes of this Agreement, the party may be an aggrieved employee or Union acting on behalf of an aggrieved employee/employees. Only the Union or the Employer can process a grievance beyond Step 2 of the Grievance Procedure.



16.2 Employee Representation. The Washington State Council of County and City Employees Council 2, AFSCME, Local 2617-IT shall be the exclusive representative of all the employees in the bargaining unit for the purposes of the resolution of grievances. An employee may have a union steward present to represent him/her at any step of the grievance process if the employee so desires. For possible suspension or discharge, the AFSCME Staff Representative shall be present if the employee so desires.

16.3 Failure to Respond. In the event the grieving party fails to respond within the prescribed time sequences, the grievance shall be considered waived and forfeited. In the event the party against whom the grievance is filed does not respond within the prescribed time sequences, the grievant shall have the right to proceed to the next step of the grievance procedure. The parties may, at any step of the grievance procedure, agree to extend the time limitations specified in this article. Any request and agreement to extend time limitations by either party shall be made in writing. E-mail requests and agreements would also be considered sufficient.

16.4. Grievance Forms. All grievances filed by the Union shall be filed on a form to be provided by the Union. Incomplete forms shall be returned for completion. Forms so returned shall be considered as timely filed.

16.5 Procedure. The District and the Union agree to the following exclusive procedure of presenting and adjusting grievances and complaints, as defined above, which must be processed in accordance with the following steps, time limits, and conditions:

A. Steps:

Step 1: Employees shall first discuss the grievance with the immediate supervisor. All grievances not brought to the immediate supervisor within twenty-one (21) calendar days of the occurrence of the grievance shall be invalid and subject to no further processing.

Step 2: If the grievance is not resolved to the employee's satisfaction in accordance with Step 1, the employee may submit a formal written grievance to the superintendent, with a copy to Labor, within seven (7) calendar days of Step 1 informal meeting. The grievance will describe the facts upon which the grievance is based, the provision(s) of the agreement allegedly violated, and the remedy sought. The parties shall meet within ten (10) calendar days of receipt of the formal Step 2 written grievance. The superintendent, or designee, shall make a written response to the grievant within fourteen (14) calendar days of Step 2 formal meeting.

Step 3: In the event, the Union believes that the written response of the superintendent or their designee does not resolve the matter, the Union may within fourteen (14) calendar days send the notice of intent to arbitrate to the director of Labor.

- a. If the parties are unable to agree on an arbitrator to hear and decide the grievance, then

the District and the Union shall within ten (10) working days of receipt of the notice of intent to arbitrate, request a roster of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Absent an agreement of an arbitrator on the list, the arbitrator shall be selected by process of elimination from the panel of seven (7) arbitrators by striking of names.

- b. The costs associated with fees and expenses of the arbitrator and court reporter, if one is used, shall be shared equally by the parties. Each party shall be responsible for its own attorneys' fees.
- c. The arbitrator, after hearing all the evidence and testimony, shall render a decision as promptly as possible, and in any event within ninety (90) days from the date of presentation, if possible. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the specific terms of the agreement and shall not have jurisdiction to add to, detract from, or alter in any way the provisions of this agreement. Such order shall indicate findings, conclusions, and a resolution and shall grant the relief deemed appropriate by the arbitrator. Any decisions within the jurisdiction of the arbitrator shall be final and binding upon all parties.

## **ARTICLE 17 - SAVINGS CLAUSE**

Should any provision, application, or portion thereof of this agreement be held unlawful and/or unenforceable by a court of competent jurisdiction, Attorney General's opinion, auditor's report, or legislative or agency action, the parties shall negotiate to modify the provision, application or portion thereof specified in the decision. All other provisions or applications of this Agreement shall continue in full force and effect.

## **ARTICLE 18 - JOINT LABOR MANAGEMENT**

18.1 Objectives. The District and the Union agree to establish and participate in a joint labor-management committee to address areas of mutual interest. The parties are responsible for selecting their representatives to the committee. Under no circumstances shall collective bargaining occur in any committee meeting; however, recommendations from the committee can be made to the negotiation teams. Likewise, the labor-management process will not be a substitute for the contractual grievance process.

18.2 Committee. The Labor-Management Committee will be established and will include a maximum of three (3) representatives for the Union and a maximum of three (3) representatives for the District provided this shall not include the use of resource personnel as either party may deem appropriate. In advance of labor-management meetings, the parties will compile an agenda of issues to be discussed. Meetings will be scheduled monthly but may be canceled or rescheduled by mutual agreement. Employees attending the labor-management meeting during their regularly scheduled workday shall not suffer a loss of pay.

18.3 Procedures. The Union representatives shall represent the employees in meeting with officials of the District to discuss appropriate matters of mutual interest. They may receive and

investigate to conclusion complaints or grievances of employees, and thereafter advise employees of rights and procedures outlined in this Agreement and applicable regulations or directives for resolving the grievances or complaints.

## **ARTICLE 19 – SUPPLEMENTAL AGREEMENT**

This Agreement may be amended, providing both parties concur. Supplemental Agreements may be completed through negotiations between the parties at any time during the life of this agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental Agreements thus completed shall become a part of the Agreement and subject to all its provisions.

## **ARTICLE 20 – TERM OF AGREEMENT**

The terms of this agreement shall be in full force and effect from the date it is fully executed by both parties and shall remain in full force and effect through August 31, 2025.

All terms and conditions of the contract will remain in full force and effect throughout the life of the contract unless modified by mutual agreement of the parties.

## **ARTICLE 21 - NO STRIKE - NO LOCKOUT**

During the term of this Agreement, it is mutually agreed that there shall not be authorized any strike, slowdown, or any other stoppage of work by the Union regardless of whether any unfair labor practice is alleged. The District shall not lock out any employee covered by this Agreement. Should a strike, slowdown, or stoppage by the Union members occur, the Union shall immediately instruct its members to return to work. If the employees do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge. An employee may, without penalty, refuse to cross a picket line, provided they notify their supervisor within one hour of their start time.

## **ARTICLE 22 – PROFESSIONAL DEVELOPMENT**

In order to maintain skills and increase knowledge, each employee will be eligible for forty (40) hours of effective education compensation at per diem for pre-approved skill and job development opportunities outside of their normal work hours. Effective education opportunities are not inclusive of all professional development opportunities available to an employee.

## **ARTICLE 23 – COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement.

For the duration of this Agreement, Kent School District and the Union may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the terms of this agreement. No modifications will become effective without a written agreement, signed by both the school district and union that defines the specifics of the modification.

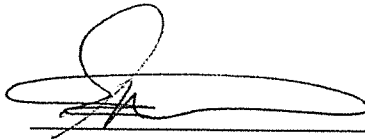
## **ARTICLE 24 – PAST PRACTICE**

The provisions of this contract shall supersede any previous past practice for items covered in this agreement. Any issues that arise regarding matters that are not covered in this contract shall be addressed. If past practice is shown, it will be given consideration when bargaining any agreement into which the parties may enter regarding the matter.

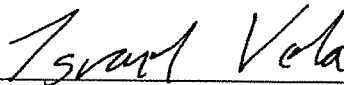
**SIGNATURE PAGE**

WSCCCE/AFSCME Council 2, AFL-CIO

KENT SCHOOL DISTRICT, NO. 415

  
\_\_\_\_\_  
Suzette Dickerson  
Staff Representative

3/8/2023  
Date

  
\_\_\_\_\_  
Israel Vela  
Superintendent

3/9/23  
Date

**EXHIBIT 1**  
**FISCAL YEAR 2020-21**

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level 1</b>					
Tech Support Specialist I					
Helpdesk Specialist I					
Network Specialist I	\$ 57,284	\$ 60,299	\$ 63,472	\$ 66,812	\$ 70,329
Network and Systems Analyst I					
<b>Level 2</b>					
Tech Support Specialist II					
Helpdesk Specialist II					
Network Engineer I					
Application Tech Specialist I					
Server Administrator I	\$ 67,699	\$ 71,261	\$ 75,012	\$ 78,960	\$ 83,116
Telecommunications Specialist I					
Applications Analyst I					
Network Specialist II					
<b>Level 3</b>					
Tech Support Specialist III					
Network Engineer II					
Application Tech Specialist II					
Help Desk Specialist III	\$ 78,114	\$ 82,225	\$ 86,552	\$ 91,108	\$ 95,903
Application Analyst II					
Server Administrator II					
Network Specialist III					
<b>Level 4</b>					
Tech Support Specialist Lead					
Help Desk Specialist Lead					
Application Analyst III					
Network Engineer III	\$ 88,529	\$ 93,188	\$ 98,093	\$ 103,256	\$ 108,691
Web Developer					
IT Project Specialist					
Application Tech Specialist III					
<b>Level 5</b>					
Server Administrator III					
Network Engineer Lead					
Application Specialist Lead	\$ 93,736	\$ 98,670	\$ 103,863	\$ 109,330	\$ 115,083
Application Analyst Lead					
Database Administrator					
Web Systems Engineer					
<b>Level 6</b>					
Server Administrator Lead	\$98,944	\$104,151	\$109,634	\$115,403	\$ 121,477
<b>Level 7</b>					
IT Systems Architect					
Sr. Security Manager	\$ 104,151	\$ 109,634	\$ 115,403	\$ 121,477	\$ 127,871
Data Engineer					

**EXHIBIT 1**  
**FISCAL YEAR 2021-2022 (Effective September 1, 2021)**

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level 1</b>					
Tech Support Specialist I	\$63,012	\$66,329	\$69,819	\$73,493	\$77,362
Helpdesk Specialist I					
Network Specialist I					
Network and Systems Analyst I					
<b>Level 2</b>					
Tech Support Specialist II					
Helpdesk Specialist II					
Network Engineer I					
Application Tech Specialist I	\$74,469	\$78,387	\$82,513	\$86,856	\$91,428
Server Administrator I					
Telecommunications Specialist I					
Applications Analyst I					
Network Specialist II					
<b>Level 3</b>					
Tech Support Specialist III					
Network Engineer II					
Application Tech Specialist II					
Help Desk Specialist III	\$85,925	\$90,448	\$95,207	\$100,219	\$105,493
Application Analyst II					
Server Administrator II					
Network Specialist III					
<b>Level 4</b>					
Tech Support Specialist Lead					
Help Desk Specialist Lead					
Application Analyst III					
Network Engineer III	\$97,382	\$102,507	\$107,902	\$113,582	\$119,560
Web Developer					
IT Project Specialist					
Application Tech Specialist III					
<b>Level 5</b>					
Server Administrator III					
Network Engineer Lead					
Application Specialist Lead	\$103,110	\$108,537	\$114,249	\$120,263	\$126,591
Application Analyst Lead					
Database Administrator					
Web Systems Engineer					
<b>Level 6</b>					
Server Administrator Lead	\$108,838	\$114,566	\$120,597	\$126,943	\$133,625
<b>Level 7</b>					
IT Systems Architect					
Sr. Security Manager	\$114,566	\$120,597	\$126,943	\$133,625	\$140,658
Data Engineer					

Note: Includes 10% increase

**EXHIBIT 1**  
**FISCAL YEAR 2022-2023 (Effective September 1, 2022)**

	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Level 1</b>					
Tech Support Specialist I					
Helpdesk Specialist I					
Network Specialist I	\$67,265	\$70,806	\$74,532	\$78,454	\$82,584
Network and Systems Analyst I					
<b>Level 2</b>					
Tech Support Specialist II					
Helpdesk Specialist II					
Network Engineer I					
Application Tech Specialist I					
Server Administrator I	\$79,496	\$83,678	\$88,083	\$92,719	\$97,599
Telecommunications Specialist I					
Applications Analyst I					
Network Specialist II					
<b>Level 3</b>					
Tech Support Specialist III					
Network Engineer II					
Application Tech Specialist II					
Help Desk Specialist III	\$91,725	\$96,553	\$101,633	\$106,984	\$112,614
Application Analyst II					
Server Administrator II					
Network Specialist III					
<b>Level 4</b>					
Tech Support Specialist Lead					
Help Desk Specialist Lead					
Application Analyst III					
Network Engineer III	\$103,955	\$109,426	\$115,185	\$121,249	\$127,630
Web Developer					
IT Project Specialist					
Application Tech Specialist III					
<b>Level 5</b>					
Server Administrator III					
Network Engineer Lead					
Application Specialist Lead	\$110,070	\$115,863	\$121,961	\$128,381	\$135,136
Application Analyst Lead					
Database Administrator					
Web Systems Engineer					
<b>Level 6</b>					
Server Administrator Lead	\$116,185	\$122,299	\$128,737	\$135,512	\$142,645
<b>Level 7</b>					
IT Systems Architect					
Sr. Security Manager	\$122,299	\$128,737	\$135,512	\$142,645	\$150,152
Data Engineer					

Note: Includes 6.75% increase



**EXHIBIT 1**  
**FISCAL YEAR 2023-2024 (Effective September 1, 2023)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Level 1</b>									
Tech Support Specialist I									
Helpdesk Specialist I	\$ 69,451	\$ 71,255	\$ 73,106	\$ 75,005	\$ 76,954	\$ 78,953	\$ 81,004	\$ 83,108	\$ 85,267
Network Specialist I									
Network and Systems Analyst I									
<b>Level 2</b>									
Tech Support Specialist II									
Helpdesk Specialist II									
Network Engineer I									
Application Tech Specialist I	\$ 82,080	\$ 84,212	\$ 86,400	\$ 88,645	\$ 90,948	\$ 93,311	\$ 95,735	\$ 98,222	\$ 100,774
Server Administrator I									
Telecommunications Specialist I									
Applications Analyst I									
Network Specialist II									
<b>Level 3</b>									
Tech Support Specialist III									
Network Engineer II									
Application Tech Specialist II									
Help Desk Specialist III	\$ 94,706	\$ 97,166	\$ 99,690	\$ 102,280	\$ 104,937	\$ 107,663	\$ 110,460	\$ 113,330	\$ 116,274
Application Analyst II									
Server Administrator II									
Network Specialist III									
<b>Level 4</b>									
Tech Support Specialist Lead									
Help Desk Specialist Lead									
Application Analyst III									
Network Engineer III	\$ 107,334	\$ 110,123	\$ 112,984	\$ 115,919	\$ 118,931	\$ 122,021	\$ 125,191	\$ 128,443	\$ 131,780
Web Developer									
IT Project Specialist									
Application Tech Specialist III									
<b>Level 5</b>									
Server Administrator III									
Network Engineer Lead									
Application Specialist Lead	\$ 113,647	\$ 116,600	\$ 119,629	\$ 122,737	\$ 125,926	\$ 129,198	\$ 132,555	\$ 135,999	\$ 139,532
Application Analyst Lead									
Database Administrator									
Web Systems Engineer									
<b>Level 6</b>									
Server Administrator Lead	\$ 119,961	\$ 123,078	\$ 126,276	\$ 129,557	\$ 132,923	\$ 136,376	\$ 139,919	\$ 143,554	\$ 147,284
<b>Level 7</b>									
IT Systems Architect									
Sr. Security Manager	\$ 126,274	\$ 129,555	\$ 132,921	\$ 136,374	\$ 139,917	\$ 143,552	\$ 147,281	\$ 151,107	\$ 155,033
Data Engineer									

Note: Includes 3.25% increase

**EXHIBIT 1**  
**FISCAL YEAR 2024-2025 (Effective September 1, 2024)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Level 1</b>									
Tech Support Specialist I									
Helpdesk Specialist I	\$71,535	\$73,393	\$75,299	\$77,255	\$79,263	\$81,322	\$83,434	\$85,601	\$87,825
Network Specialist I									
Network and Systems Analyst I									
<b>Level 2</b>									
Tech Support Specialist II									
Helpdesk Specialist II									
Network Engineer I									
Application Tech Specialist I	\$84,542	\$86,738	\$88,992	\$91,304	\$93,676	\$96,110	\$98,607	\$101,169	\$103,797
Server Administrator I									
Telecommunications Specialist I									
Applications Analyst I									
Network Specialist II									
<b>Level 3</b>									
Tech Support Specialist III									
Network Engineer II									
Application Tech Specialist II									
Help Desk Specialist III	\$97,547	\$100,081	\$102,681	\$105,348	\$108,085	\$110,893	\$113,774	\$116,730	\$119,762
Application Analyst II									
Server Administrator II									
Network Specialist III									
<b>Level 4</b>									
Tech Support Specialist Lead									
Help Desk Specialist Lead									
Application Analyst III									
Network Engineer III	\$110,554	\$113,427	\$116,374	\$119,397	\$122,499	\$125,682	\$128,947	\$132,296	\$135,733
Web Developer									
IT Project Specialist									
Application Tech Specialist III									
<b>Level 5</b>									
Server Administrator III									
Network Engineer Lead									
Application Specialist Lead	\$117,056	\$120,098	\$123,218	\$126,419	\$129,704	\$133,074	\$136,532	\$140,079	\$143,718
Application Analyst Lead									
Database Administrator									
Web Systems Engineer									
<b>Level 6</b>									
Server Administrator Lead	\$123,560	\$126,770	\$130,064	\$133,444	\$136,911	\$140,467	\$144,117	\$147,861	\$151,703
<b>Level 7</b>									
IT Systems Architect									
Sr. Security Manager	\$130,062	\$133,442	\$136,909	\$140,465	\$144,115	\$147,859	\$151,699	\$155,640	\$159,684
Data Engineer									

Note: Includes 3.0% increase